

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 1/12/2012

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Supplement No. 1 to Agreement with State of Alabama for Huntsville Safe Routes to School Project

Exact Wording for the Agenda:

Resolution authorizing the Mayor to amend the agreement with the State of Alabama Department of Transportation for Safe Routes to School Projects, Project No. SRTS-SR09 (902), as adopted by Resolution No. 08-1083 of November 6, 2008, by Supplement No. 1

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Supplement No. 1 extends the expiration date of agreement from September 30, 2010, to December 31, 2012, between ALDOT and the City of Huntsville for Huntsville Safe Routes to School project.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date:

# ROUTING SLIP

## CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **1/12/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Supplement Agreement No. 1**

Document Name: **Safe Routes to School SRTS-SR09 (902)**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

Account Number: **N/A**

### Procurement Agreements




**Not Applicable**

**Not Applicable**

### Grant-Funded Agreements

**Not**  
**Applicable**

**Grant Name:**

Department	Signature	Date
1) Originating		12/19/11
2) Legal		12/22/11
3) Finance		12/27/11
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

**RESOLUTION NO. 12-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City enter into a Supplemental Agreement 1 with the State of Alabama, acting by and through the Alabama Department of Transportation relating to the project titled Safe Routes to School Project, Project No. SRTS-SR09 (902), to amend the November 6, 2008, Agreement, which is before this Council, to change the stated expiration of the Agreement from September 30, 2010, to read December 31, 2012.

**BE IT FURTHER RESOLVED** that all other and remaining provisions of the Agreement of November 6, 2008, shall remain the same, and that the Mayor be, and is hereby authorized to enter into a Supplemental Agreement between the State of Alabama and the City of Huntsville for, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the State of Alabama and the City of Huntsville, Alabama Project SRTS-SR09 (902) Huntsville Safe Routes to School Project, Huntsville, Alabama Supplement Number 1" consisting of two (2) pages and Exhibits "M" and "N" and the date of January 12, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT  
FOR A  
SAFE ROUTES TO SCHOOL PROJECT  
  
BETWEEN THE STATE OF ALABAMA  
AND  
THE CITY OF HUNTSVILLE, ALABAMA  
FOR  
INFRASTRUCTURE IMPROVEMENTS IN  
MADISON COUNTY**

**Project No. SRTS-SR09 (902)**

**SUPPLEMENT NUMBER (1)**

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Huntsville, hereinafter referred to as the AGENCY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA; and

WHEREAS, the STATE and the AGENCY entered into an "Agreement for a Safe Routes to School Project" for the above referenced project, on the 2<sup>nd</sup> day of February 2009; and

WHEREAS, the STATE and AGENCY desire to amend the Agreement entered into on the 2<sup>nd</sup> day of February 2009 by execution of this supplemental agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing agreement between the parties dated February 2, 2009, be and the same is hereby amended in the following respect:

1. PART THREE (3); MISCELLANEOUS PROVISIONS, Paragraph S, Expiration; is hereby amended by substituting December 31, 2012, in lieu of September 30, 2010, in such paragraph.
2. EXHIBIT M, N, and O are hereby attached to and made a part of this Agreement. All other and remaining provisions of the Agreement of February 2, 2009, shall remain the same.

**President of the City Council of the City  
of Huntsville, AL**  
**Date:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval of the Governor of Alabama.

SEAL:

ATTEST:

City of Huntsville, Alabama

\_\_\_\_\_  
City Clerk (Signature)

BY: \_\_\_\_\_  
Mayor, City of Huntsville (Signature)

\_\_\_\_\_  
Type name of Clerk

\_\_\_\_\_  
Type name of Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr., Chief Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Johnny Harris, Division Engineer

\_\_\_\_\_  
Robert J. Jilla  
Multimodal Transportation Engineer

\_\_\_\_\_  
D. W. Vaughn  
Chief Engineer/Deputy Director

STATE OF ALABAMA  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and by the Governor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GOVERNOR OF ALABAMA

### CERTIFICATION

This certification is applicable to the instrument to which it is attached when directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 3 1, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 13 52, Title 3 1, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 3 1, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 3 1, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$ 100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

## EXHIBIT N

### FUNDS SHALL NOT BE CONSTITUED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

### TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

### ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the City of Huntsville, Alabama, as follows:

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Safe Routes to School project with total funding by the Federal Highway Administration, which agreement is before this Council;
2. That the agreement be executed in the name of the City, for and on behalf of the City, by its Mayor.
3. That it be attested by the Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Council.

I, the undersigned qualified and acting City Clerk of the City of Huntsville, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk